

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

| | | |
|------------------------------------|---|-------------------------------|
| In the Matter of: |) | |
| |) | |
| PPT Inc. |) | |
| t/a Riverside Grill |) | |
| |) | |
| Application for a Retailer's Class |) | Application no. 31053-02/068P |
| CR License (renewal) |) | 2003-32 |
| at premises |) | |
| 3050 K Street, N.W. |) | |
| Washington, D.C. |) | |
| |) | |

Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E,
Protestant

Gregory Carter, on behalf of Applicant

BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppenheimer, Esquire, Member
Audrey Thompson, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The matter, having been protested, came before the Board on May 1, 2003 in accordance with the D.C. Official Code Title 25, Section 601 (2000 Edition). Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E, filed timely opposition.

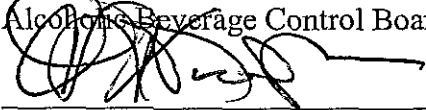
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated March 9, 2003, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 9th day of April 2003, **ORDERED** that:

PPT Inc.
t/a Riverside Grill
Case no. 31053-02/068P
Page two

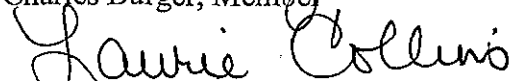
1. The opposition of Peter Pulsifer, Chair, on behalf of the Advisory Neighborhood Commission 2E, is **WITHDRAWN**;
2. The application of PPT Inc. t/a Riverside Grill for a retailer's CR license (renewal) at 2161 P Street, N.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia
Alcoholic Beverage Control Board



Roderic L. Woodson, Esquire, Chair

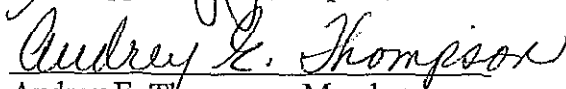

Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Oppenheimer, Esquire, Member


Audrey E. Thompson, Member

ABKA
yuc.d. 3/26/03
186 March 9, 2003

AGREEMENT

THIS AGREEMENT ("Agreement") is made by PPT Inc., t/a Riverside Grill, ("the Applicant") with Advisory Neighborhood Commission 2E ("the ANC").

WHEREAS, the applicant has applied for renewal of a Class "CR" alcoholic beverage license for the property located at 3050 K Street, N.W. ("the establishment"), ABC Application No. 31053, which is pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board); and

WHEREAS, the ANC represents the residents and taxpayers within its boundaries and wishes to insure that no establishment that sells alcoholic beverages will adversely affect the health, safety, and quality of life in the surrounding community; and

WHEREAS, the parties desire to enter into an agreement commemorating certain understandings regarding the Applicant's operational plans;

NOW, THEREFORE, in consideration of the premises above recited, and the covenants and promises set forth below, the parties agree as follows:

1. The Applicant shall operate a bona-fide restaurant on the premises. The kitchen shall be open and hot food items from the menu shall be available until at least two hours before closing. Alcoholic beverages shall be served principally in conjunction with full meal service.
2. The establishment has an occupancy, as established in its Certificate of Occupancy, of 145 persons. This capacity shall not be exceeded.
3. In addition, provided the proper permits are maintained, the Applicant may serve food and alcoholic beverages in an outdoor serving area adjacent to the premises. The Applicant has provided the ABC Board and the ANC with a diagram of the outdoor serving area, and agrees to send a revised diagram to the ANC by registered mail prior to making any substantial change in the boundaries or layout. The Applicant shall limit occupancy in the outdoor service area at all times to the maximum number established by law or regulation. Furthermore, the total number of people shall not exceed 320 in all those established areas in the outdoor serving area that are not being used primarily for service of meals.
4. The borders of the outdoor serving area shall be indicated by clearly visible markers. During the hours of service, pole and rope or similar barriers will be placed along the lines indicated by the markers to define the serving area and to restrict passage except at the designated entrance and exit. Reasonable measures will be taken to ensure that the barriers remain in their proper place during times of operation.
5. Applicant shall take reasonable measures to ensure that no open drink containers are passed across the boundaries of the outdoor serving area, and that no patrons enter or leave that area carrying open drink containers.
6. The hours of operation will be 11 a.m. to 2 a.m. Monday through Sunday. The applicant shall admit no patrons to any of its serving areas after the hour of closing. If noise becomes a problem and effects the peace, order and quiet of the community, the applicant agrees to meet with ANC 2E and the neighbors.
7. The Applicant shall present no amplified entertainment, except for small private parties which may require appropriate music. Notwithstanding the foregoing, however, the Applicant may provide quiet live or recorded music indoors exclusively for the accompaniment of dining,

March 9, 2003

provided that such music be at levels that cannot be heard outside the establishment. There shall be no form of dancing.

8. The applicant shall strictly enforce the underage drinking laws of the District of Columbia by requiring valid official identification showing age and cooperating with ABC inspectors and the police department in enforcing the law.

9. The Applicant shall erect no exterior signs or awnings without application to the D.C. Department of Consumer and Regulatory Affairs for approval.

10. The Applicant shall comply with all aspects of the Civil Infractions Act and the Litter Control Administration Act. Any violations left uncorrected may be referred to the appropriate agency.

11. Any and all contemplated substantial changes to the establishment's operation, as set forth herein or otherwise, will be brought to the attention of the ANC and will be not be implemented before ABC Board approval, if necessary.

12. A fully licensed manager who is conversant with this agreement shall be on duty at all times that the establishment is open.

13. The parties to this Agreement agree to work together to resolve matters of community concern relating to the establishment. To this end, the parties agree that each will notify the other as soon as reasonably possible of any complaint about the establishment and attempt a cooperative resolution of such complaint as the first recourse.

14. The parties agree that the above provisions are conditions of the license and any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. §1513.5. However, the ANC shall notify the Applicant of any perceived violations as soon as reasonably possible, in any event not less than seven calendar days prior to so petitioning. Notwithstanding the foregoing, repeated complaints of similar nature may serve as grounds for action after the notification period for the first such perceived violation.

15. This agreement shall constitute the only agreement between the parties, and may be modified only by the written agreement of both parties.

16. In consideration of, and reliance upon, the foregoing commitments by the establishment, the ANC requests hereby that its protest of the Application be deemed withdrawn.

Executed this 9th day of MARCH 2003.

By: Gregory J. Carter
PPT Inc.
~~Nick Cibel, Owner~~

By: [Signature]

ADVISORY NEIGHBORHOOD COMMISSION 2E
Bill Starrels, Vice-Chairman ANC 2E